

Tab I
Glenn Deposition Exhibit
Nos. 1 (excerpt), 3 (5/30/06)



®

Western Region

Lake Division

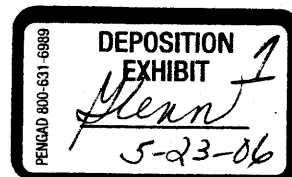
Effective Sunday, August 7, 1994

1:01 A.M. Eastern Standard Time

Timetable Number

3

For The Government of Employees Only



9-b. SPEED RESTRICTIONS BY DISTRICT (Cont'd)

LOCATION AND CONDITIONS	MAXIMUM Speed Miles Per Hour All Trains and Engines
BUFFALO DISTRICT (Cont'd)	
Between State Street, M.P. B87.9 and Cranberry St., M.P. B89.5	15
Curve between M.P. B96.3 and M.P. B96.5	50
On bridge at Swanville, M.P. B96.7	25
Curve between M.P. B102.5 and M.P. B102.7	50
Curve between M.P. B103.3 and M.P. B103.7	50
On bridge at Girard, M.P. B103.9	25
Curve between M.P. B104.6 and M.P. B104.9	50
Conneaut between M.P. B115.4 and M.P. B115.8 (Engines only)	25
Conneaut Yard between Orange St., M.P. B115.8 and Parrish M.P. B117.2	20
Through turnouts at both ends and through sidings at Silver Creek, Pomfret, Ripley, and Swanville	25
Through turnout at East CT and Woodworth	25
P. A. Siding	25
CLEVELAND DISTRICT	
Between Conneaut and Bellevue	60
Except:	
Orange St., M.P. B115.8 and Parrish, M.P. B117.2	20
Between KG M.P. B128.0 and M.P. B129.9	35
Curve between M.P. B153.5 and M.P. B153.8	50
Painesville between Bank St., M.P. B154.3 and Chestnut St., M.P. B155.9 (Engines only)	30
Curves between M.P. B164.2 and M.P. B165.3	50
Wickliffe, between M.P. B169.0 and M.P. B170.0 (Engines only)	35
Curve between M.P. B174.6 and M.P. B174.8	50
Cleveland:	
Between Wayside Rd., M.P. B174.9 and London Rd., M.P. B175.0 (engines only)	35
Curves between M.P. B178.0 and M.P. B178.6	45
Between Euclid Ave., M.P. B178.6 and W. 110th St., M.P. B188.8	40
Except:	
Curve between M.P. B183.9 and M.P. B184.8	25
Curves between M.P. B184.8 and M.P. B185.4	35
M.P. B188.8 and M.P. B194.5 (Ordinance)	35
Between Colorado Avenue, M.P. B209.8 and Oberlin Ave., M.P. B211.3	35
Through turnouts at UD, Leavitt, KM, Kimball	45
Through turnouts at end of double track at Cloggsville, Avon Lake and Root Road	40
Through power crossover at East Cleveland M.P. B179.0	40
Through Conneaut Siding	45
Through turnout at Reed	45
Through turnout at NP	25
Through Ashtabula Siding	25
Through turnout at Sanborn	25
Through turnout at Unionville	25
Through Madison Siding	35
Through turnout at West MA	25

9-b. SPEED RESTRICTIONS BY DISTRICT (Cont'd)

LOCATION AND CONDITIONS	MAXIMUM Speed Miles Per Hour All Trains and Engines
CLEVELAND DISTRICT (Cont'd)	
Through turnout both ends and through siding at Perry, Clague, Shinrock and Avery	25
Painesville, through old siding and turnouts	10
All yard tracks Cleveland Terminal	10
South Lorain connecting track and all tracks in South Lorain Yard	10
Shinrock Connections and Huron Yard	10
Oakpoint - All tracks Ford Facility	10
FAIRPORT BRANCH	
M.P. PA0.0 to M.P. PA5.5	20
M.P. PA5.5 to M.P. PA8.8	15
Note - Yard speed applies to all movements.	
CLEVELAND BELTLINE BRANCH	
Between Mahoning Road, M.P. CB0.0 and West Third St., M.P. CB0.7	10
West Third St., M.P. CB0.7 and Cloggsville Connection, M.P. CB8.8	15
Knob-Conrail Wye Track	15
Note - Yard speed applies to all movements.	
BELLEVUE TERMINAL	
Kimball, M.P. B240.2 to St. Rt. 99, M.P. B242.2	60
Except through turnout side of switch for Track No. 1 and curve at M.P. B240.2	45
From first switch west of St. Route 99 to signal B243.0 - Track 2	15
Through turnouts and crossovers just east of and west of St. Rt. 99 M.P. B242.1	25
St. Rt. 99 to Bragg Road - Track 1	25
Bragg Road, M.P. B246.0 to Harkness Street (South By-pass)	25
Harkness St., M.P. B247.9 and M.P. B248.7	25
Track E2 through track & turnout at East End	25
All turnouts in Mini-Plant	15
On curve between M.P. B248.7 and M.P. B249.2	40
M.P. B249.2 to M.P. B254.0	60
Through New Haven Connection (Sandusky Dist./Fostoria Dist.)	10
Between M.P. S96 and M.P. S97	20
Between M.P. S97 and M.P. S105.9	40
Through Conrail interlocking M.P. S109.3	10
Transfer tracks, Conrail Interchange, Sandusky	10
Between M.P. T50.7 and M.P. T53.0	30
Except between M.P. T50.7 and M.P. T53.0 (Engine only)	20
M.P. T53.4 to M.P. T54.7	25
Bellevue, through all connecting tracks	15
East and West Legs of Wye at Duckunder - Route 4	10
FOSTORIA DISTRICT	
Between:	
Bellevue, M.P. B248.7, and NE M.P. B365.4	60
Except:	
Curve between M.P. B248.7 and M.P. B249.2	40
Curves between M.P. B279.8 and M.P. B281.2	40

STATEMENT OF TRAIN AND ENGINE CREWS

This form is to be used by all members of train and engine crews in rendering statements concerning accidents in which trains or engines are involved with vehicles or outsiders. The statement must be completed by all crew members and promptly mailed or delivered to Division Superintendent.

Place of accident 19TH ST. & SASSAFRAS Division LAKE
Date of accident 4-27-97, 19__ Time 12:30 PM
Train No. Y47L1 Speed of Train 8 MPH Direction EASTBOUND Weather OVERCAST
Was horn sounded? Yes Bell Ringing? YES
Was stationary headlight burning? Yes Bright YES Dim ____
Was locomotive equipped with ditchlight? ☒ Yes ☐ No If so, was ditchlight operating? yes
Damage to Railway equipment NONE

Make of Vehicle N/A Year ____ License No. ____
Direction of Vehicle ____ Speed ____ MPH
Driver ____ Age ____ Address ____
Owner ____ Address ____
Other occupants, ages, and addresses ____

Damage to Vehicle ____
Were there any injuries? Yes ☒ No ____

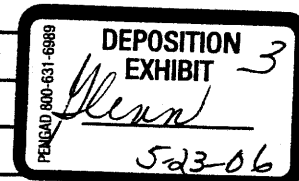
Type of crossing protection Gates with flashers Operating? Yes ☒ No ____
Condition of Crossing OK

Where were you at time of accident? Lead unit NS 8669

Describe accident (include type and place of brake application, when vehicle, trespasser, pedestrian, or injured person first seen, etc.)

Approaching west end of Dean Siding when dispatcher called and told us to
our train immediately and that we had hit a child. I started walking back, until
picked me up and gave me a ride to SASSAFRAS ST. waited at location until
released by T.M. Morgan and Police Dept.

Name and addresses of outside witnesses ____



Did police investigate accident? Yes ☒ No ____ (check) State ____ County ____ City ☒

Signature Robert B. Glenn

Address 229 Mill St. CONNEAUT, OH

Date 4-27-97, 19__ Occupation Conductor Age 32

Tab J
Price Deposition Exhibit No. 1 (5/30/06)

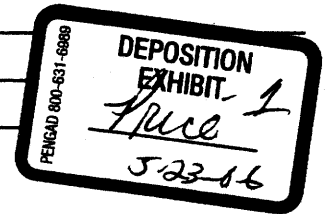
STATEMENT OF TRAIN AND ENGINE CREWS

This form is to be used by all members of train and engine crews in rendering statements concerning accidents in which trains or engines are involved with vehicles or outsiders. The statement must be completed by all crew members and promptly mailed or delivered to Division Superintendent.

Place of accident 19th ST + SASSAFRAS ST. Erie, Penna Division LAKE
 Date of accident 04-27-97, 19 97 Time 1230pm
 Train No. Y-47 Speed of Train 8mph Direction EAST Weather OVERCAST
 Was horn sounded? YES Bell Ringing? YES
 Was stationary headlight burning? YES Bright YES Dim —
 Was locomotive equipped with ditchlight? ☒ Yes ☐ No If so, was ditchlight operating? YES
 Damage to Railway equipment NONE

Make of Vehicle NA Year — License No. —
 Direction of Vehicle — Speed — MPH
 Driver — Age — Address —
 Owner — Address —
 Other occupants, ages, and addresses —

Damage to Vehicle —
 Were there any injuries? Yes ☒ No ☐



Type of crossing protection GATES WITH FLASHERS Operating? Yes ☒ No ☐
 Condition of Crossing OK

Where were you at time of accident? Lead unit (8669)

Describe accident (include type and place of brake application, when vehicle, trespasser, pedestrian, or injured person first seen, etc.)

approaching west end of Draw Siding dispatcher called us and said "we saw some one over in Erie stop our train", I then applied the automatic brake and stopped. Train stayed at that place until we were released by Police and Tm. Morgan.

Name and addresses of outside witnesses —

Did police investigate accident? Yes ☒ No ☐ (check) State — County — City ☒

Signature Linothy L Price
 Address 11075 W. Middle Rd. Lake City, PA

Date April 27, 19 97 Occupation Engineer Age 28

Tab K

Answer Nos. 2, 3, 4, 5, 8, 9, 15 and 16

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ROBIN NIXON,
Plaintiff

v.

NORFOLK SOUTHERN CORPORATION
and NORFOLK SOUTHERN RAILWAY
COMPANY, INC.,
Defendants

)
)
)
) CIVIL ACTION NO. 05-101 ERIE
)
)
)
)

**ANSWERS AND OBJECTIONS TO
INTERROGATORIES DIRECTED TO DEFENDANTS,
NORFOLK SOUTHERN CORPORATION AND NORFOLK
SOUTHERN RAILWAY COMPANY, INC. (FIRST SET)**

Defendants NORFOLK SOUTHERN CORPORATION and NORFOLK SOUTHERN RAILWAY COMPANY, INC. (more properly known as "Norfolk Southern Railway Company"), by their attorneys, MacDonald, Illig, Jones & Britton LLP, serve these Answers and Objections to Interrogatories Directed to Defendants, Norfolk Southern Corporation and Norfolk Southern Railway Company, Inc. (First Set).

2. Was the Defendant the owner of the train on which Robin Nixon grabbed onto on West 19th Street near the intersection of Sassafras Streets in Erie, Pennsylvania on April 27, 1997?

ANSWER: No. The eastbound train, alleged by plaintiff Robin Nixon (hereinafter "Nixon") to have been involved in the April 27, 1997 accident near the intersection of West 19th Street and Sassafras Street in the City of Erie, Pennsylvania, was owned by Norfolk and Western Railway Company, a Virginia corporation that subsequently merged into Norfolk Southern Railway Company, effective September 1, 1998.

3. Identify the owner or owners of the railroad tracks and the right-of-way on which the locomotive was operating at the time of the incident set forth in the Complaint.

ANSWER: On April 27, 1997, Norfolk and Western Railway Company, a Virginia Corporation that subsequently merged into Norfolk Southern Railway Company, effective September 1, 1998, was the owner of the tracks and the limited right-of-way on which the eastbound train, alleged by plaintiff Nixon to have been involved in the April 27, 1997 accident near the intersection of West 19th Street and Sassafras Street in the City of Erie, Pennsylvania, was operating at the time of the accident.

4. Identify the person, firm or other entity that maintained the right-of-way described in the Complaint.

ANSWER: Defendants Norfolk Southern Corporation and Norfolk Southern Railway Company object to this Interrogatory No. 4 which is unclear with respect to its reference to, "the right-of-way described in the Complaint."

Without waiving that Objection and assuming that Interrogatory No. 4 refers to the limited right-of-way on which the railroad tracks were located along West 19th Street between State Street and Cherry Street in the City of Erie, Pennsylvania, as of April 27, 1997, Norfolk and Western Railway Company, a Virginia corporation that subsequently merged into Norfolk Southern Railway Company, effective September 1, 1998, maintained the railroad tracks and that limited right-of-way. As of April 27, 1997, the City of Erie maintained West 19th Street along both sides of the railroad tracks and the limited right-of-way.

5. Identify the crew members on-board the train at the time of the accident referred to in the Complaint, including the following information for each crew member:

- (a) Name;
- (b) Home address;
- (c) Job title and length of time in that capacity on the date of the incident;
- (d) Whether the individual is still in Defendant's employ;
- (e) If the employee is no longer Defendant's employee, set forth the date of termination and the reason employment was terminated.

ANSWER: The following persons were crew members on the eastbound train, alleged by plaintiff Nixon to have been involved in the April 27, 1997 accident near the intersection of West 19th Street and Sassafras Street in the City of Erie, Pennsylvania:

Robert B. Glenn, Conductor
1120 Sunrise Drive
Conneaut, OH 44030

Timothy T. Price, Engineer
29953 Halifax Road
Wickliffe, OH 44092

At the time of the April 27, 1997 accident, Glenn had been a Conductor since November 8, 1995, and Price had been an Engineer since November 26, 1990. Both Glenn and Price still are employed by Norfolk Southern Railway Company.

8. Did any of the crew members on this train involved in the accident see children on bicycles alongside the tracks prior to the accident? If so, please state:

- (a) His location on the train;
- (b) The speed of the train;
- (c) The location of the children; and
- (d) What he said or did.

ANSWER: No.

9. Had there been problems with children grabbing onto railcars as they rode the bicycles along the 19th Street tracks in Erie, Pennsylvania during the ten year period prior to April 27, 1997. If so, state:

- (a) The date of each incident; and
- (b) What happened on each occasion.

ANSWER: Defendants Norfolk Southern Corporation and Norfolk Southern Railway Company object to this Interrogatory No. 9 which is overbroad, unduly burdensome and oppressive; which would require an unreasonable search; and which seeks irrelevant information that is beyond the scope of permissible discovery under Rule 26(b)(1) of the Federal Rules of Civil Procedure. The accident that provides the basis for this lawsuit occurred more than eight years ago.

Without waiving that Objection, defendants Norfolk Southern Corporation and Norfolk Southern Railway Company do not have any records indicating that there were "problems" with children grabbing onto railcars of moving trains while riding bicycles on West 19th Street near the railroad tracks between State Street and Cherry Street in the City of Erie, Pennsylvania during the period from January 1, 1992 to April 27, 1997.

15. With the exception of the April 27, 1997 accident, has any train owned or controlled by the Defendant been involved in a similar incident as described in the Complaint at any location prior to that date?

ANSWER: Defendants Norfolk Southern Corporation and Norfolk Southern Railway Company object to this Interrogatory No. 15 which is overbroad, unduly burdensome and oppressive; which would require an unreasonable search; and which seeks irrelevant information that is beyond the scope of permissible discovery under Rule 26(b)(1) of the Federal Rules of Civil Procedure. The accident that provides the basis for this lawsuit occurred more than eight years ago. Norfolk Southern Corporation and Norfolk Southern Railway Company also object to Interrogatory No. 15 as it is unclear as to the meaning of "similar incident described in the Complaint."

Without waiving those Objections and assuming that "similar incident described in the Complaint refers to a child who was injured as a result of grabbing onto a railcar of a moving train while riding a bicycle, defendants Norfolk Southern Corporation and Norfolk

Southern Railway Company do not have any records of any children being injured after grabbing onto railcars of moving train while riding bicycles on West 19th Street between State Street and Cherry Street in the City of Erie, Pennsylvania during the period from January 1, 1992 to August 27, 1997.

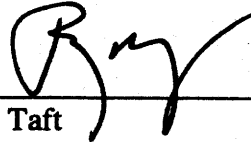
16. List the date of each complaint received by the Defendant from any person or organization concerning dangerous conditions of its tracks and/or right-of-way on West 19th Street between State Street and Cherry Street during the ten year period prior to the complaint.

ANSWER: Defendants Norfolk Southern Corporation and Norfolk Southern Railway Company object to this Interrogatory No. 16 which is overbroad, unduly burdensome and oppressive; which would require an unreasonable search; and which seeks irrelevant information that is beyond the scope of permissible discovery under Rule 26(b)(1) of the Federal Rules of Civil Procedure. The accident that provides the basis for this lawsuit occurred more than eight years ago. Norfolk Southern Corporation and Norfolk Southern Railway Company also object to any inference that the April 27, 1997 accident was caused by a "dangerous conditions" of the tracks and/or the limited right-of-way along West 19th Street between State Street and Cherry Street in the City of Erie, Pennsylvania.

Without waiving that Objection and assuming that "dangerous conditions" refers to children grabbing onto railcars of moving trains while riding bicycles on West 19th Street between State Street and Cherry Street in the City of Erie, Pennsylvania, defendants Norfolk Southern Corporation and Norfolk Southern Railway Company do not have any records of any complaints from any person or agency regarding any such "dangerous conditions" during the

period from January 1, 1992 to April 27, 1997. Furthermore, see the Answers to Interrogatory Nos. 9 and 15 above.

Respectfully submitted,



Roger H. Taft
PA 19983/NY 2876456
Lisa Smith Presta
PA 65527
MacDONALD, ILLIG, JONES & BRITTON LLP
100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7600

Attorneys for Defendants
Norfolk Southern Corporation and Norfolk
Southern Railway Company, Inc.

AFFIDAVIT

STATE OF VIRGINIA

)

)

ss:

CITY OF NORFOLK

)

Before me, a Notary Public in and for said County and State, personally appeared M. Eugene Pandlis, who, being duly sworn according to law, deposes and says that he is Manager, Claims Litigation for Norfolk Southern Railway Company and that the foregoing Answers and Objections to Interrogatories Directed to Defendants, Norfolk Southern Corporation and Norfolk Southern Railway Company, Inc. (First Set) are true and correct based on his personal knowledge or on information provided by others that he reasonably believes to be true and correct.

M. Eugene Pandlis

M. Eugene Pandlis

Sworn to and subscribed before me

this 12th day of December, 2005.

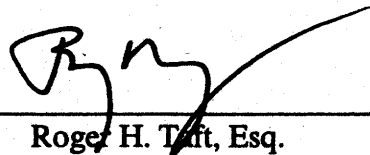
Bernadette J. Williams
Notary Public

My Commission Expires October 31, 2007

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Answers and Objections to Interrogatories Directed to Defendants, Norfolk Southern Corporation and Norfolk Southern Railway Company, Inc. (First Set) were served upon the following attorney of record for plaintiff Robin Nixon, via Hand-Delivery addressed as follows, this 19th day of December, 2005:

Tibor R. Solymosi, Esq.
Segel & Solymosi
818 State Street
Erie, PA 16501



Roger H. Taft, Esq.

Tab L

Train Consist - NS Train Y47-L2-26 (4/27/97)

THIS TRAIN CONTAINS THE FOLLOWING "KEY-TRAIN" HAZARDOUS MATERIALS LOADS:

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*****
*
*
*
* POISON INHALATION HAZARD (HZ A OR B) 0 (PIH)
* DIVISION 1.1 OR 1.2 (EXPLOSIVES A) 0 (XA)
* DIVISION 2.1 (FLAMMABLE GAS) 0 (FG)
* ENVIRONMENTALLY SENSITIVE CHEMICALS 0 (ESC)
*
*
* TOTAL: 0
*****
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L2 OUT BELLEVUE OH 00248 0345A
L2 IN CONNEAUT OH 00116 0825A

CAR HANDLING REPORT FOR TRAIN Y47-L2-26 DIRECTION: OUT PAGE 01 OF ---
DEPARTED BELLEVUE OH 04/27/97 06:25 AM PRINTED 04/27/97 09:01 AM

CONDUCTOR: ON DUTY: OFF DUTY:

153 CARS = 153 LDS 000 MTYS 19,376 TONS 7,818 FEET **CARS SET OUT**

LNE INIT NUMBER CMDTY TON CLASS HAND CONSIGNE DEST/OFFJCT TIME TRACK LINE

000 NS	E08669 E	000						
000 NS	E06620 E	000						
000 NS	E08594 E	000						
001 NW	116047 BCOAL	123	BUFFSB	TONCOKE	BUFFALO	NY		
002 NW	008819 BCOAL	122	BUFFSB	TONCOKE	BUFFALO	NY		
003 NS	324998 BCOAL	124	BUFFSB	TONCOKE	BUFFALO	NY		
004 NW	005353 BCOAL	123	BUFFSB	TONCOKE	BUFFALO	NY		
005 NW	166203 BCOAL	124	BUFFSB	TONCOKE	BUFFALO	NY		
006 NW	009156 BCOAL	122	BUFFSB	TONCOKE	BUFFALO	NY		
007 NW	006792 BCOAL	123	BUFFSB	TONCOKE	BUFFALO	NY		
008 NS	307337 BCOAL	124	BUFFSB	TONCOKE	BUFFALO	NY		
009 NW	145002 BCOAL	125	BUFFSB	TONCOKE	BUFFALO	NY		
010 NW	144274 BCOAL	127	BUFFSB	TONCOKE	BUFFALO	NY		
011 NW	011565 BCOAL	125	BUFFSB	TONCOKE	BUFFALO	NY		
012 NS	320433 BCOAL	125	BUFFSB	TONCOKE	BUFFALO	NY		
013 NS	366001 BCOAL	127	BUFFSB	TONCOKE	BUFFALO	NY		
014 NS	307892 BCOAL	128	BUFFSB	TONCOKE	BUFFALO	NY		
015 NW	013625 BCOAL	126	BUFFSB	TONCOKE	BUFFALO	NY		
016 NW	120225 BCOAL	127	BUFFSB	TONCOKE	BUFFALO	NY		
017 NW	003216 BCOAL	126	BUFFSB	TONCOKE	BUFFALO	NY		
018 NS	317496 BCOAL	129	BUFFSB	TONCOKE	BUFFALO	NY		
019 SOU	360495 BCOAL	124	BUFFSB	TONCOKE	BUFFALO	NY		

020	NS	334181	BCOAL	126	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
021	SOU	360012	BCOAL	129	BUFFSB	ABCCOKE	NORTHBIR	AL	-----	-----	-----
022	NW	012524	BCOAL	126	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
023	NS	337088	BCOAL	127	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
024	NS	316903	BCOAL	130	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
025	NW	012805	BCOAL	128	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
026	NW	003315	BCOAL	125	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
027	NW	009635	BCOAL	126	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
028	NW	145923	BCOAL	130	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
029	NW	014627	BCOAL	127	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
030	NW	145339	BCOAL	137	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
031	NS	039063	BCOAL	135	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
032	NS	022842	BCOAL	139	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
033	NS	032443	BCOAL	132	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
034	NS	028412	BCOAL	135	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
035	NS	028672	BCOAL	135	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
036	NW	145486	BCOAL	130	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
037	NW	005027	BCOAL	128	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
038	NW	003105	BCOAL	129	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
039	SOU	360509	BCOAL	131	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
040	NW	013913	L	130	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
041	NS	312579	BCOAL	123	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
042	NW	119286	BCOAL	125	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
043	NW	006675	BCOAL	123	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
044	SOU	077798	BCOAL	128	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
RESTRICTED TO EMPTY MOVE ONLY. IF LOAD CALL MECH TO INSPECT.											
045	NW	146059	BCOAL	128	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
046	NW	009148	BCOAL	123	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
047	SOU	360612	BCOAL	127	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
048	NW	005483	BCOAL	127	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
049	NW	006702	BCOAL	126	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
050	NW	093706	BCOAL	125	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
051	NW	119039	BCOAL	126	BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----

053 NS	303009 BCOAL 127 BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
054 SOU	360056 BCOAL 127 BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
055 SOU	351588 BCOAL 133 BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
056 NW	146021 BCOAL 132 BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
057 NS	318701 BCOAL 129 BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
058 NS	317857 BCOAL 130 BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
059 NW	144621 BCOAL 130 BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
060 NS	351545 BCOAL 135 BUFFSB	TONCOKE	BUFFALO	NY	-----	-----	-----
061 NS	032005 BCOAL 129 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
062 NW	005944 BCOAL 126 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
063 NW	006705 BCOAL 126 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
064 NS	305087 BCOAL 126 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
065 NW	011260 BCOAL 123 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
066 NW	146242 BCOAL 128 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
067 NW	003484 BCOAL 126 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
068 NW	117334 BCOAL 127 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
069 NW	144360 BCOAL 128 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
070 NW	013118 BCOAL 129 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
071 NW	146410 BCOAL 134 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
072 NW	093455 BCOAL 125 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
073 NW	117654 BCOAL 123 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
074 NS	317770 BCOAL 125 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
075 SOU	360976 BCOAL 126 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
076 NW	012104 BCOAL 124 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
077 NW	145878 BCOAL 125 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
078 NW	145983 BCOAL 128 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
079 NW	143049 BCOAL 126 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
080 NS	320200 BCOAL 125 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
081 NS	312684 BCOAL 126 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
082 NS	333276 BCOAL 124 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
083 NW	009492 BCOAL 123 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
084 NW	009993 BCOAL 125 BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----

086 NW	005391 BCOAL 126 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
087 NS	320509 BCOAL 125 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
088 NW	144254 BCOAL 128 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
089 NW	009585 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
090 NW	116476 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
091 NW	011049 BCOAL 126 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
092 NS	304826 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
093 NW	145227 BCOAL 126 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
094 NW	004655 BCOAL 125 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
095 NW	146119 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
096 NW	010391 BCOAL 123 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
097 NS	331748 BCOAL 123 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
098 NS	337070 BCOAL 126 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
099 NW	146127 BCOAL 128 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
100 NS	310833 BCOAL 123 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
101 NS	319857 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
102 NW	010627 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
103 NW	144228 BCOAL 125 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
104 SOU	360627 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
105 NW	005770 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
106 NW	144152 BCOAL 127 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
107 NW	005576 BCOAL 125 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
108 NW	146415 BCOAL 128 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
109 NW	004167 BCOAL 125 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
110 NS	336971 BCOAL 126 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
111 NW	012168 BCOAL 128 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
112 NW	013266 BCOAL 128 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
113 NS	320514 BCOAL 126 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
114 NW	066124 BCOAL 111 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
115 NW	006993 BCOAL 124 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
116 NW	009839 BCOAL 122 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----
117 NW	005736 BCOAL 122 BUFFSB	BETSTEEL BUFFALO NY	-----	-----	-----

119	NW	132341	BCOAL	124	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
120	NS	336452	BCOAL	126	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
121	NW	012019	BCOAL	127	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
122	NW	145645	BCOAL	129	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
123	NS	304233	BCOAL	126	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
124	NW	008638	BCOAL	127	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
125	SOU	360511	BCOAL	126	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
126	SOU	360750	BCOAL	125	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
127	NW	144613	BCOAL	126	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
128	NS	303415	BCOAL	125	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
129	NW	006972	BCOAL	123	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
130	NW	145914	BCOAL	126	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
131	NW	117894	BCOAL	129	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
132	NS	375765	BCOAL	124	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
133	NS	307775	BCOAL	129	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
134	NW	134240	BCOAL	127	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
135	NW	144964	BCOAL	124	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
136	NS	319846	BCOAL	126	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
137	NS	320764	BCOAL	125	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
138	SOU	360528	BCOAL	124	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
139	NW	013862	BCOAL	126	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
140	NS	028424	BCOAL	129	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
141	NW	145635	BCOAL	126	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
142	NW	008848	BCOAL	123	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
143	NS	023132	BCOAL	133	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
144	NS	031847	L	129	BUFFSB	ADMIRE	LAMBERTS	VA	-----	-----	-----
145	NS	039253	BCOAL	133	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
146	NS	026642	BCOAL	127	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
147	NS	028810	BCOAL	127	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
148	NS	021396	BCOAL	134	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
149	NS	030984	BCOAL	128	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----
150	NS	026911	BCOAL	128	BUFFSB	BETSTEEL	BUFFALO	NY	-----	-----	-----

152 SOU 303415 L 133 BUFFCO BETSTEEL BUFFALO NY -----
153 NS 023396 BCOAL 136 BUFFCO PDCCCBIL LAMBERTP VA -----

	LOADS	EMPTYES	NET TONS	LT WT	GROSS TONS	LENGTH
TRAIN TOTALS:	153	000	14769	04607	19376	07818
AHEAD RADIO:	000	000	00000	00000	00000	00000
TOTALS DO NOT INCLUDE UNITS AND/OR CABOOSSES						

Tab M
Statement of Equipment Inspection -
NS Train Y47-L2-26 (4/27/97)

STATEMENT OF EQUIPMENT INSPECTION — Diesel Electric Unit SOU 8669.
(Initial & No.)

Involved in N/A.
(Description of Accident)

Name of Person (or Company) involved in accident (if known) _____

Location of Accident ERIE. P.A.

Date of Accident 4-27-97 Time Approx 12³⁰ PM.

To: _____ F.B.M. - Ridge Rd. M.P. 5.0
(Departmental Foreman) (Location and Date of Inspection)

(Title)

A. Inspectors:

Foreman

Mechanic

Name _____

Address _____

Length of Service _____

D.R. Kolasa - Carman - N.S.

J.H. Szulita - Carman N.S.

B. Equipment Inspected:

Unit No. 8669.

Builder & Model C-39-8 G.E.

Date Built 1987.

Condition of parts(s) involved in accident or injury: N/A.

C. Safety Appliances (good or damaged):

1. Air Brake Equipment GOOD.

2. Air Horns GOOD.

3. Bell GOOD.

4. Windshield Wipers GOOD.

5. Headlights GOOD.

6. Ditchlights GOOD.

7. Sanders GOOD

8. Grab Irons GOOD

9. Steps GOOD.

10. Other _____

Were these exceptions or defects caused by this accident? N/A.

D. Other Findings: _____

We, the undersigned, have read the above items, consisting of one page, and find it true and complete.

Witness: _____ Signed: _____

Name _____

Title _____

Name _____

Title _____

Witness: _____ Signed: _____

Name _____

Title _____

Name _____

Title _____

DISTRIBUTION: — Original and one copy to District Claim Agent
— One copy to AVP—Mechanical—Locomotive—Roanoke
— One copy to Regional Manager
— Two copies to appropriate Division or Terminal Superintendent

Tab N

**Certificate of Merger - Norfolk and Western
Railway Company into Norfolk Southern
Railway Company and related Articles of
Merger (9/1/98)**

0002800 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

September 1, 1998

The State Corporation Commission finds the accompanying articles submitted on behalf of

NORFOLK SOUTHERN RAILWAY COMPANY

to comply with the requirements of law. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles in the office of the Clerk of the Commission. Each of the following:

NORFOLK AND WESTERN RAILWAY COMPANY

is merged into NORFOLK SOUTHERN RAILWAY COMPANY, which continues to exist under the laws of VIRGINIA with the name NORFOLK SOUTHERN RAILWAY COMPANY. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on September 1, 1998.

STATE CORPORATION COMMISSION

By 

Commissioner

MERGACPT
CIS20317
98-08-26-0107

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the
Commission:

the foregoing is a true copy of the ARTICLES OF MERGER of NORFOLK SOUTHERN
RAILWAY COMPANY issued September 01, 1998.

Nothing more is hereby certified.



Signed and Sealed at Richmond
on this Date: September 03, 1998

William J. Bridge

William J. Bridge, Clerk of the Commission

**ARTICLES OF MERGER
OF
NORFOLK AND WESTERN RAILWAY COMPANY
INTO
NORFOLK SOUTHERN RAILWAY COMPANY INC.**

Pursuant to Section 13.1-720 of the Code of Virginia, Norfolk Southern Railway Company ("NSR"), a Virginia corporation and the surviving corporation in the merger (the "Merger") of Norfolk and Western Railway Company, a corporation organized under the laws of Virginia, into NSR, hereby sets forth the following Articles of Merger:

FIRST: Norfolk and Western Railway Company ("NW") shall be merged with and into Norfolk Southern Railway Company ("NSR"), and NSR shall be the surviving corporation, as provided in the Agreement and Plan of Merger dated as of July 15, 1998 (the "Plan of Merger"), a copy of which is attached hereto as Exhibit 1.

SECOND: Approval of the Plan of Merger by the shareholders of NW and NSR was not required pursuant to Section 13.1-719 of the Code of Virginia because at least ninety percent of the outstanding shares of NW is owned by NSR. NSR, the parent corporation, is the sole shareholder and owns all the outstanding shares of NW.

THIRD: The Plan of Merger was adopted by resolution of the Board of Directors of NSR by unanimous written action dated July 28, 1998, in lieu of a meeting, in accordance with Sections 13.1-719 and 13.1-685 of the Code of Virginia.

FOURTH: NSR, the sole shareholder of NW, hereby waives its right to receive a copy of the Plan of Merger.

FIFTH: The Merger shall become effective and be deemed to be completely consummated on September 1, 1998.

IN WITNESS WHEREOF, we have hereunto set our hands this
25th day of August, 1998.

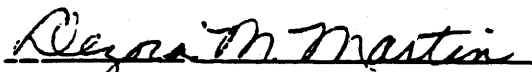
NORFOLK SOUTHERN RAILWAY COMPANY

By: _____



Stephen C. Tobias
Vice President

ATTEST:



Assistant Corporate Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of July 15, 1998 between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation ("NSRC"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW") and a subsidiary of NSRC.

WITNESSETH:

WHEREAS, the authorized capital stock of NW as of the date of this Agreement consists of 60,000,000 shares of Common Stock, par value \$8.33⅓ per share, 33,683,996 of which are issued and outstanding ("NW Common Stock");

WHEREAS, as of the date of this Agreement NSRC owns all of the issued and outstanding NW Common Stock;

WHEREAS, this Agreement has been approved and adopted by the Boards of Directors of NSRC and NW;

WHEREAS, the transaction contemplated by this Agreement is intended to constitute a liquidation of NW within the meaning of sections 332 and 337 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, NSRC and NW hereby agree as follows:

1. The Merger. (a) Subject to the terms and conditions contained in this Agreement, at the Effective Time (as

hereinafter defined), NW shall be merged with and into NSRC (the "Merger") in accordance with Virginia Code Ann. § 13.1-719, the separate existence of NW shall cease, and NSRC shall continue as the surviving corporation under the laws of the Commonwealth of Virginia (the "Surviving Corporation"). The name of the Surviving Corporation shall be Norfolk Southern Railway Company. The principal office of the Surviving Corporation shall be located in Norfolk, Virginia.

(b) The Merger shall be effective upon the later of: (i) the issuance by the State Corporation Commission of the Commonwealth of Virginia of a certificate of merger pursuant to Virginia Code Annotated § 13.1-720; or (ii) such later time as may be specified in the documents filed or issued under (i) of this subsection (b) (the "Effective Time"). At the Effective Time, the Merger shall have the effects stated in Virginia Code Ann. § 13.1-721.

2. Conversion of Shares. (a) At the Effective Time, each then outstanding share of NW Common Stock shall be canceled and retired, and all certificates theretofore representing shares of NW Common Stock shall be canceled and cease to represent any interest in NW. No payment shall be made with respect to the NW Common Stock and no shares, securities or obligations convertible

into shares shall be issued or delivered with respect to the NW Common Stock.

(b) Each share of stock of NSRC outstanding immediately prior to the Effective Time shall remain outstanding after the Effective Time as an identical share of NSRC, and no shares, securities or obligations convertible into shares of NSRC shall be issued or delivered as a result of the Merger.

3. Assumption of Obligations. Pursuant to the Merger, NSRC will assume each and all of NW's obligations, including but not limited to obligations in respect of the NW 4.85% Subordinated Income Debentures due November 15, 2015 and The Virginian Railway Company 6% Subordinated Income Debentures due August 1, 2008 (collectively the "Debentures"). NSRC expressly agrees to assume the due and punctual payment of the principal of, and premium, if any, and interest on, the Debentures, according to their tenor, and the due and punctual performance of all of the covenants and conditions of each and all indentures and supplemental indentures entered into in connection with the Debentures.

4. Articles of Incorporation and Bylaws; Officers and Directors. The Merger will not effect any changes in the terms or provisions of the Articles of Incorporation or Bylaws of NSRC. The provisions of the Articles of Incorporation and the Bylaws of

NSRC in effect immediately prior to the Effective Time shall be the provisions of the Articles of Incorporation and the Bylaws of the Surviving Corporation. The officers and directors of NSRC holding office immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation, and they shall serve until their successors are duly appointed or elected.

5. Conditions to the Merger. The obligations of NSRC and NW under this Agreement are subject to and shall be conditioned upon the satisfaction, or waiver (in whole or in part) in writing, of each of the following conditions:

(i) NSRC and NW shall have obtained any necessary approval and authority (without unusual conditions) of the Surface Transportation Board (the "STB") and any other regulatory agency having jurisdiction, or shall have obtained, or shall have complied with such requirements as necessary to avail themselves of any, exemption from regulation by the STB and any other regulatory agency having jurisdiction. Each of such approvals, authorities and exemptions shall remain in full force and effect at the Effective Time and such approvals, authorities and exemptions, and the transactions contemplated hereby, shall not have been contested by any

Federal or state governmental agency by formal proceeding;
and

(ii) No one or more of NSRC or NW shall be subject to any order, decree or injunction of a court or agency of competent jurisdiction which enjoins or prohibits the consummation of the Merger.

6. Termination. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger provided for herein may be abandoned any time prior to the Effective Time by mutual agreement of NSRC and NW.

7. Modification of Agreement; Waiver. This Agreement may, subject to applicable law, be amended by action of the Boards of Directors of NSRC and NW and any provision of this Agreement may be waived at any time by the party which is entitled to the benefits thereof.

8. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

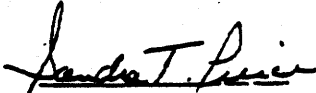
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officer thereunto duly authorized as of the day and year first written above.

6

NORFOLK SOUTHERN RAILWAY COMPANY

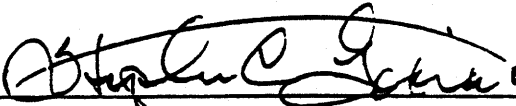
ATTEST:


By: 
Stephen C. Tobias, Vice President


Secretary

NORFOLK AND WESTERN RAILWAY COMPANY

ATTEST:

By: 
Stephen C. Tobias, Vice President


Secretary